

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

PENTHOUSE OWNERS ASSOCIATION, INC.

PLAINTIFF

V.

CIVIL ACTION NO.1:07CV568 LTS-RHW

CERTAIN UNDERWRITERS AT LLOYD'S, LONDON

DEFENDANT

**MEMORANDUM OPINION AND ORDER ON MOTION IN LIMINE
TO EXCLUDE TESTIMONY CONCERNING POLICY INTERPRETATION**

The Court has before it the motion [273] *in limine* of Penthouse Owners Association, Inc. (Penthouse) to exclude certain anticipated testimony concerning the interpretation of the policy Certain Underwriters at Lloyd's, London (Lloyd's) issued to Penthouse. This motion will be granted.

The interpretation of a policy of insurance is a matter of law, and it is the Court's responsibility to construe the terms of the policy at issue. *United States Fidelity and Guaranty Co. v. Omnibank*, 812 So.2d 196 (Miss.2002); *Gore v. American Motorists Insurance Co.*, 441 F.2d 10 (5th Cir.1971). The Court does not ordinarily resort to extrinsic evidence in discharging this duty, and as far as the interpretation of the terms of the policy in this case is concerned, no such extrinsic evidence will be received, from Wilson or any other witness for that purpose.

Accordingly, it is

ORDERED

That the motion [273] of Penthouse Owners Association, Inc., to exclude testimony concerning the proper interpretation of the terms of the Lloyd's policy at issue in this action is hereby **GRANTED**.

SO ORDERED this 26th day of January, 2009.

s/ L. T. Senter, Jr.
L. T. SENTER, JR.
SENIOR JUDGE